

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE BRICKLAYERS)	
AND ALLIED CRAFTSMEN)	
LOCAL 74 FRINGE BENEFIT FUNDS,)	
)	No. 08 C 1433
Plaintiffs,)	
)	Judge Andersen
v.)	
)	Magistrate Judge Keys
THORN ENTERPRISES II, INC.,)	
a dissolved Illinois corporation,)	
)	
Defendant.)	

MOTION FOR ORDER OF DEFAULT AND JUDGMENT IN SUM CERTAIN

Plaintiffs, by one of their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, pursuant to F.R.C.P. 55, respectfully request this Honorable Court to enter an Order of Default as to liability and Judgment in favor of Plaintiffs and against Defendant, THORN ENTERPRISES II, INC.

In support thereof, Plaintiffs state:

1. This case was filed on March 11, 2008.
2. Defendant was served with Summons and Complaint on March 19, 2008.
3. In excess of 20 days have expired since Service of Process, however, Defendant has failed to file an answer or otherwise plead.
4. Per the affidavit of Olga Kane, Defendant owes \$3,001.34 for not making payment on the Installment Note. (Exhibit A)
5. Per the affidavit of Donald Schwartz, attorney for Plaintiffs in legal fees and expenses \$1,300.00 has been incurred in this suit. (Exhibit B)

WHEREFORE, Plaintiffs pray for:

1. An Order of Default against the Defendant.
2. Judgment be rendered in the amount of \$4,301.34.

Respectfully submitted,

TRUSTEES OF THE BRICKLAYERS AND
ALLIED CRAFTSMEN LOCAL 74 FRINGE
BENEFIT FUNDS

s/ Donald D. Schwartz
Counsel for Plaintiffs

Donald D. Schwartz
ARNOLD AND KADJAN
19 West Jackson Blvd.
Chicago, Illinois 60604
(312) 236-0415

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AFFIDAVIT OF OLGA KANE (Ledger-THORN ENTERPRISES II, INC.)

STATE OF ILLINOIS)	
)	ss
COUNTY COOK)	

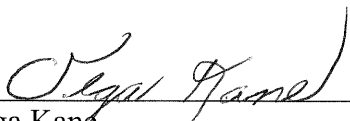
I Olga Kane, being first duly sworn on oath, depose and state as follows:

1. I am employed at the law firm of Arnold and Kadjan.
2. One of my duties is to monitor all contractors paying delinquent fringe benefits on Installment Note programs.
3. This process includes receiving and accounting for all note payments thereon and computing a running tally of remaining balances for each contractor.
4. A copy of the Installment Note that THORN ENTERPRISES II, INC. has been making payments pursuant to are attached hereto as Exhibit A.
5. The Installment Note is currently in default because the payment of October 1, 2007 was not made.
6. The amount due for Bricklayers Local 74's Note is \$3,001.34. Failure to pay accelerates the full amount due.

EXHIBIT A

7. Affiant is currently not suffering from any infirmities and is competent to testify to the facts set forth herein.

FURTHER AFFIANT SAYETH NOT.

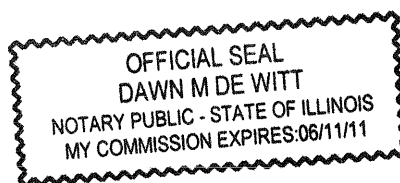


Olga Kane

SUBSCRIBED AND SWORN TO
before me this 24th day of
April, 2008



NOTARY PUBLIC



\$7,000.00

May 23, 2007

For Value Received, the undersigned promises to pay to the order of _____
BRICKLAYERS LOCAL #74 FRINGE BENEFIT FUNDS the principal sum of
SIX THOUSAND THREE HUNDRED NINETY SIX and 60/100 (\$6,396.60) Dollars

Payable in installments as follows:

ONE THOUSAND ONE HUNDRED SIXTY SIX and 66/100 (\$1,166.66) Dollars
 on the 1ST day of JUNE 2007
ONE THOUSAND ONE HUNDRED SIXTY SIX and 66/100 (\$1,166.66) Dollars
 on the 1ST day of JULY 2007
 for 3 month(s) succeeding, and a final payment of
ONE THOUSAND ONE HUNDRED SIXTY SIX and 66/100 (\$1,166.66) Dollars
 on the 1ST day of NOVEMBER 2008 with interest on the balance of principal remaining from time to
 time unpaid at the rate of 10% per cent per annum, payable on the due dates for installments of
 principal as aforesaid.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued
 and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear
 interest after maturity at the rate of 18% percent per annum. Payments of both principal and interest shall
 be made at ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958
 or such other place as the legal holder hereof may from time to time in writing appoint.

The payment of this Note is secured by a Security Agreement in the nature of a chattel mortgage,
 bearing even date herewith, from the undersigned to _____
 on personal property _____

in the County of _____, Illinois. The undersigned's residence (chief place of business) is at
 _____, Illinois.

At the election of the payee or legal holder hereof and without notice, the principal sum remaining
 unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of
 payment aforesaid in case of default in the payment, when due, of any installment of principal or interest, or
 any portion thereof, in accordance with the terms hereof or in case of default as defined in said Security
 Agreement. In the event of default, the payee or legal holder hereof shall be entitled to reasonable costs of
 collection, including reasonable attorney's fees.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the
 undersigned in such court, in term time or vacation, at any time after default in the payment of any installment
 of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for
 such amount as may appear to be unpaid thereon, together with reasonable costs of collection including
 reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings,
 and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney
 may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder
 shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

RESOLUTION OF REPORTS MARCH 2003 THROUGH DECEMBER 2004

John Thorn
 JOHN THORN, INDIVIDUALLY

THORN ENTERPRISES, INC.
 1502 CREEKSIDE CIRCLE
 MINOOKA, ILLINOIS 60447
 815-467-6031 (phone)

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other
 costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and
 Security Act, 29 U.S.C. 1145.

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including
 merchantability and fitness, are excluded.

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AFFIDAVIT

Donald D. Schwartz, upon being first duly sworn, on oath deposes and states:

1. Affiant is partner in the Law Firm Arnold & Kadjan handling this case.
2. Our firm has spent 5 hours in litigation in this matter.
3. Our normal rate is \$175.00 per hour.
4. Our firm charged the Bricklayers Local #74 Fund \$875.00 in this matter.
5. Our firm charged \$350.00 for court filing fee and \$75.00 process fee.
6. Affiant is not currently suffering any infirmities and is competent to testify to all
the foregoing

FURTHER AFFIANT SAYETH NOT.

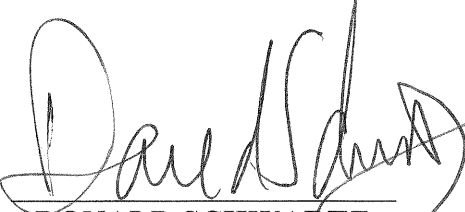

DONALD SCHWARTZ

EXHIBIT B

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JUDGMENT ORDER

THIS CAUSE coming on to be heard on Plaintiffs' Motion for Order of Default and Judgment in Sum Certain, all parties having been given due notice;

IT IS HEREBY ORDERED:

1. Judgment in the amount of \$4,301.34 is entered in favor of Plaintiffs, Bricklayers and Allied Craftsmen Local 74 Fringe Benefit Funds, and against the Defendant, THORN ENTERPRISES II, INC.
2. This is a final and appealable order.

DATED: _____

ENTER: _____
HONORABLE JUDGE ANDERSEN

Donald D. Schwartz
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415